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FILED CLERK, U.S. DISTRICT COURT
JAN 14 2014
CENTRAL DISTRICT OF CALIFORNIA BY DEPUTY

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 4 Encino, California 91436  
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8 Attorney for Plaintiff  
 9 MIGUEL VELASCO

10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 MIGUEL VELASCO, an individual,

13 Plaintiff,

14 vs.

15 RALLO LAW FIRM, P.C., a domestic  
 16 corporation; and DOES 1 to 10,  
 17 inclusive,

18 Defendant(s).

19 Case No.: 8:14-cv-00056-DOC-JPR

20 **COMPLAINT AND DEMAND FOR  
 21 JURY TRIAL FOR:**

- 22 **1. VIOLATIONS OF THE FAIR  
 23 DEBT COLLECTION  
 24 PRACTICES ACT  
 25 [15 U.S.C. § 1692]**
- 26 **2. VIOLATIONS OF THE  
 27 ROSENTHAL FAIR DEBT  
 28 COLLECTION PRACTICES  
 ACT [CAL. CIV. CODE § 1788]**

29 **COMPLAINT FOR DAMAGES**

30 **I. INTRODUCTION**

31 1. Miguel Velasco (“Plaintiff”) brings this action to secure redress from  
 32 Rallo Law Firm, PC (“Defendant”) for violations of the Fair Debt Collection  
 33 Practices Act (hereinafter “FDCPA”), 15 U.S.C. § 1692 and the Rosenthal Fair  
 34 Debt Collection Practices Act (“RFDCPA”), Cal. Civ. Code § 1788. The FDCPA  
 35 prohibits false or deceptive practices in connection with the collection of debts.

1 The RFDCPA prohibits debt collectors from engaging in abusive, deceptive and  
2 unfair practices in connection with the collection of consumer debts.

3                   **II. JURISDICTION AND VENUE**

4         2. Jurisdiction in this Court is proper pursuant to 28 U.S.C. § 1331 as  
5 Plaintiff's claims arise under the laws of the United States. Jurisdiction in this  
6 Court is also proper pursuant to 28 U.S.C. § 1367 as Plaintiff's RFDCPA claim is  
7 so related to Plaintiff's FDCPA claim that they form part of the same case or  
8 controversy under Article III of the United States Constitution.

9         3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)  
10 because the acts and transactions alleged in this Complaint occurred here,  
11 Plaintiff resides here, and Defendant transacts business here.

12                   **III. PARTIES**

13         4. Plaintiff is an individual, residing in Baldwin Park, Los Angeles  
14 County, CA 91706. Plaintiff is a natural person from whom a debt collector  
15 seeks to collect a consumer debt which is due and owing or alleged to be due and  
16 owing from such person. Thus, Plaintiff is a "consumer" as defined by the  
17 FDCPA, 15 U.S.C. § 1692(a)(3) and a "debtor" as defined by the RFDCPA, Cal.  
18 Civ. Code § 1788.2(h).

19         5. Defendant is a domestic corporation, headquartered at 3070 Bristol  
20 St., Suite 560, Costa Mesa, CA 92626. Defendant's registered agent for service  
21 of process is Thomas C. Rallo, 3070 Bristol St., Suite 560, Costa Mesa, CA  
22 92626.

23         6. In the ordinary course of business, regularly, on behalf of itself or  
24 others, Defendant engages in debt collection and thus, Defendant is a "debt  
25 collector" as defined by the FDCPA, 15 U.S.C. § 1692(a)(6) and the RFDCPA,  
26 Cal. Civ. Code § 1788.2(c). Defendant regularly engages in the collection of  
27 debt by telephone in several states including, California.

1       7.     The true names and capacities, whether individual, corporate, or in  
 2 any other form, of Defendants DOES 1 through 10, inclusive, and each of them,  
 3 are unknown to Plaintiff, who therefore sues them by such fictitious names.  
 4 Plaintiff will seek leave to amend this Complaint to show the true names and  
 5 capacities of DOES 1 through 10 should they be discovered.

6                          **IV. FACTUAL ALLEGATIONS**

7       8.     Within one year prior to the filing of this action, Defendant contacted  
 8 Plaintiff attempting to collect on an alleged obligation of a consumer to pay  
 9 money arising out of a transaction in which the money, property, insurance or  
 10 services, which are the subject of the transaction, are primarily for personal,  
 11 family, or household purposes, whether or not such obligation has been reduced  
 12 to judgment. Thus the "alleged debt" is a "debt" as defined by FDCPA 15 U.S.C.  
 13 § 1692(a)(5) and as a "consumer debt," as defined by RFDCPA, Cal. Civ. Code §  
 14 1788.2(f).

15      9.     Cal. Civ. Proc. Code § 337(1) states that "[a]n action upon any  
 16 contract, obligation or liability founded upon an instrument in writing," must be  
 17 brought within four years.

18      10.    Cal. Civ. Proc. Code § 337(2) states that "[a]n action to recover (1)  
 19 upon a book account whether consisting of one or more entries; (2) upon an  
 20 account stated based upon an account in writing, but the acknowledgment of the  
 21 account stated need not be in writing . . ." must be brought within four years.

22      11.    Plaintiff retained Defendant for legal representation and services on  
 23 June 2, 2006. A true and correct copy of that agreement is attached hereto as  
 24 Exhibit "A."

25      12.    Prior to December 31, 2007, Plaintiff made Plaintiff's last payment  
 26 to Defendant for services rendered and defaulted on the balance of the alleged  
 27 debt.

1       13. Plaintiff had breached the contract for services with Defendant by  
2 January 1, 2008.

3       14. On or about November 18, 2013, Defendant mailed Plaintiff a  
4 demand letter to regarding an unpaid balance for legal services. A true and  
5 correct copy of that letter is attached hereto at Exhibit "B."

6       15. In its letter, Defendant stated that Plaintiff must contact Defendant  
7 and make payment arrangements for an outstanding balance of \$18,985.04.

8        16. Defendant made threatening statements to Plaintiff, that Defendant  
9 “intend[ed] to file suit” and “will be forced to file suit” if the Plaintiff did not  
10 make payment arrangements.

11        17. Any action for breach of contract, account stated, or common counts  
12 for the collection of the alleged debt is time barred under Cal. Civ. Proc. §  
13 337(1)&(2), as such an action would be brought beyond the statute of limitations.

14        18. Therefore, Defendant contacted Plaintiff attempting to collect an  
15 alleged debt which legally could not be collected.

**V. FIRST CAUSE OF ACTION**

(Violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692)

18       19. Plaintiff incorporates by reference all of the above paragraphs of this  
19 Complaint as though fully stated herein.

20        20.      Defendant violated the FDCPA.   Defendant's violations include, but  
21 are not limited to, the following:

22       (a)   Defendant violated 15 U.S.C. § 1692(d) by engaging in conduct, the  
23 natural consequence of which is to harass, oppress or abuse any person in  
24 connection with the collection of the alleged debt;

25 (b) Defendant violated 15 U.S.C. § 1692(e) by using false, deceptive, or  
26 misleading representation or means in connection with the collection of the  
27 alleged debt;

(c) Defendant violated 15 U.S.C. § 1692(e)(2)(a) by misrepresenting the character, amount, or legal status of the alleged debt in connection with the collection attempts;

(d) Defendant violated 15 U.S.C. § 1692(e)(5) by threatening to take action that the Defendant does not intend to take and/or the Defendant cannot legally take;

(e) Defendant violated §1692(e)(10) of the FDCPA by using false representation or deceptive means in connection with the collection of the alleged debt; and

(f) Defendant violated §1692(f)(1) of the FDCPA by using unfair or unconscionable means in connection with the collection of an alleged debt.

21. Defendant's acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt.

22. As a result of the foregoing violations of the FDCPA, Defendant is liable to Plaintiff for declaratory judgment that Defendant's conduct violated the FDCPA, actual damages, statutory damages, and costs and attorney fees.

## **VI. SECOND CAUSE OF ACTION**

**(Violation of the Rosenthal Fair Debt Collection Practices Act, CAL. CIV.  
CODE § 1788)**

23. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

24. Defendant violated the RFDCPA. Defendant's violations include, but are not limited to, the following:

(a) Defendant violated Cal. Civ. Code § 1788.13(j) by falsely representing that a legal proceeding will be instituted unless payment of a consumer debt is made;

(b) Defendant violated Cal. Civ. Code § 1788.17 by collecting or attempting to collect a consumer debt without complying with the provisions of

1 Sections 1692(b) to 1692(j), inclusive, of . . . Title 15 of the United States Code  
2 (Fair Debt Collection Practices Act):

3                   (i) Defendant violated Cal. Civ. Code § 1788.17 by violating 15  
4 U.S.C. § 1692(d) by engaging in conduct, the natural consequence of which is  
5 to harass, oppress or abuse any person in connection with the collection of the  
6 alleged debt;

7                   (ii) Defendant violated Cal. Civ. Code § 1788.17 by violating 15  
8 U.S.C. § 1692(e) by using false, deceptive, or misleading representation or  
9 means in connection with the collection of the alleged debt;

10                  (iii) Defendant violated Cal Civ. Code § 1788.17 by violating 15  
11 U.S.C. § 1692(e)(2)(a) by misrepresenting the character, amount, or legal  
12 status of the alleged debt in connection with the collection attempts;

13                  (iv) Defendant violated Cal. Civ. Code § 1788.17 by violating 15  
14 U.S.C. § 1692(e)(5) by threatening to take action that the Defendant does not  
15 intend to take and/or the Defendant cannot legally take;

16                  (v) Defendant violated Cal. Civ. Code § 1788.17 by violating 15  
17 U.S.C. § 1692(e)(10) of the FDCPA by using false representation or deceptive  
18 means in connection with the collection of the alleged debt; and

19                  (vi) Defendant violated Cal. Civ. Code § 1788.17 by violating 15  
20 U.S.C. § 1692(f)1 of the FDCPA by using unfair or unconscionable means in  
21 connection with the collection of an alleged debt.

22       25. Defendant's acts, as described above, were done intentionally with  
23 the purpose of coercing Plaintiff to pay the alleged debt.

24       26. As a result of the foregoing violations of the RFDCPA, Defendant is  
25 liable to Plaintiff for actual damages, statutory damages, and attorney's fees and  
26 costs.

## VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant for the following:

- (a) Declaratory judgment that Defendant's conduct violated the FDCPA and RFDCPA;
  - (b) Actual damages pursuant to 15 U.S.C. § 1692(k)(a)(1) and Cal. Civ. Code § 1788.30(a);
  - (c) Statutory damages pursuant to 15 U.S.C. § 1692(k) and Cal. Civ. Code § 1788.30(b);
  - (d) Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692(k) and Cal. Civ. Code § 1788.30(c);
  - (e) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law; and
  - (f) For such other and further relief as the Court may deem just and proper.

## **VIII. DEMAND FOR JURY TRIAL**

Please take notice that Plaintiff demands a trial by jury in this action.

Dated: January 10, 2014

RESPECTFULLY SUBMITTED,  
PRICE LAW GROUP, APC

By:

G. Thomas Martin, III  
*Attorney for Plaintiff*

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**EXHIBIT "A"**

*Schumann, Rallo & Rosenberg, LLP*

ATTORNEY - CLIENT RETAINER AGREEMENT

Miguel D. VELASCA ("Client") employs and retains Schumann, Rallo & Rosenberg, LLP ("Firm") to represent Client in re: DISSOLUTION OF MARRIAGE.

In consideration for the legal services and representation by the Firm, Client agrees to pay Attorney's fees consistent with the following schedule:

(a) Client will make an initial deposit of \$3,500<sup>00</sup>, as a retainer with the Firm. Client understands this is a deposit toward work to be performed and in no way represents an estimate of what the total costs of the case that the Client may incur. Further, Client understands the Firm cannot estimate what those fees or costs may be. IT IS COMMON FOR THE TOTAL FEE TO EXCEED THE RETAINER BY A SUBSTANTIAL SUM OF MONEY. The amount of the total fees is dependent upon a large number of issues, not the least of which include Client's willingness to settle issues and the opponent's resistance to settlement.

(b) Client will pay Attorney \$250<sup>00</sup> per hour for all work performed. Client has been informed and understands that the fee schedule set forth herein is not set by law and that a lower rate can be negotiated between The Firm and Client. However, Client, by signing this agreement, does agree to pay the fees stated herein.

Client has been informed and understands that certain costs or expenses will necessarily be incurred in connection with the proper development and presentation of this case. Costs might include, but would not be limited to: investigation services, the copying of records, court filing fees, deposition costs, expert witness fees, appellate counsel, etc. All costs are the responsibility of the Client and are totally separate from the Firm's fees.

In the event the Firm agrees to advance such funds to pay costs as they arise, Client shall immediately reimburse all outstanding costs advanced by the Firm.

(c) Client will pay for associate attorney's work in the amount of \$195.00 per hour for all work performed.

(d) Client will pay for paralegal work in the amount of \$95.00 per hour for all work performed.

(e) The stated hourly rates shall be charged for all TIME EXPENDED ON THE MATTER INCLUDING: telephone contact, review of correspondence, negotiation, legal research, preparation of correspondence,

meetings, court appearances, as well as any other time expended by the Firm on behalf of the Client. Client shall be billed for any time that the Firm expends discussing the matter with the opposing party, if they are unrepresented by an attorney. The minimum charge for fees charged by the hour shall be one-tenths (.1) of an hour.

(f) Invoices will be presented at least every thirty (30) days. Once fees and costs exceed the initial retainer, payment in full is due on all invoices with open balances within fifteen (15) days of receipt. The Firm **CANNOT** carry outstanding balances until the conclusion of the case. The invoice shall be deemed acceptable by the Client unless written objection is received within ten (10) days. Billing errors should be brought to our attention promptly.

(g) **LATE PAYMENT CHARGE.** If the legal fees reflected on a periodic invoice are not paid within thirty (30) days after receipt of the invoice, the Client shall pay a late payment charge, equal to 1.5% of the fees in arrears, for each month (18% annum) in which any of such fees remain unpaid.

(h) Failure to pay outstanding balances within sixty (60) days from receipt of invoice may cause the Firm to either request the client seek new legal representation or the Firm withdrawing from representation. Unfortunately, Schumann, Rallo & Rosenberg, LLP is not in the position to finance the legal cases of it's Clients. We appreciate your understanding.

For more information regarding the Firms payment guidelines please see enclosed information from the Firm's billing and collections company, Leveille & Associates, Inc.

(i) Schumann, Rallo & Rosenberg, LLP reserves the right to withdraw from the representation, if ethically possible, based on NON PAYMENT, uncooperative Client behavior, morally questionable Client requests and the like.

In such event, Client agrees to immediately execute a Substitution of Attorney at the Firms request. Client understands that in the event of a failure to execute the Substitution of Attorney, the Firm shall be required to file a motion to be relieved and Client shall be charged for the services in connection therewith, including the court appearance for the hearing of the motion.

(j) If applicable, Client is hereby informed that the Firm may pay a referral fee to the referring attorney.

(k) Client shall pay any discovery sanctions that are a result of Client's failure to comply with discovery requirements.

(l) Specifically, and without limiting the generality of the foregoing, Client understands that the Firm shall not render any services in connection with any other matter without a separate written agreement for those services.

(m) At the conclusion of your case, we would suggest that you take possession of all your files and records. However, we will, as an accommodation, retain your file for five (5) years. At the end of this period we will dispose of the file and records unless you have previously requested that they be forwarded to you.

(n) The Firm agrees to represent the Client to the best of its ability and in the best interests of the Client. The Firm will be in charge of all phases of the case, including settlement negotiations. However, no settlement will be made without the Client's express consent either orally or in writing.

If, after necessary investigation, the Attorney/Firm believes it is not worthwhile to proceed, or should the Attorney/Firm decide to withdraw from representation of the Client, the Attorney/Firm, upon reasonable notice to Client, may withdraw.

(o) In the event Client decides to retain a new or different Firm, it is agreed that the Firm will have a lien/claim against Client to recover or discharge any fees and/or costs owing to the Firm for services rendered. Client will continue to be personally liable to Schumann, Rallo & Rosenberg, LLP for any unpaid portion of billed fees after the retention of new or different counsel.

(p) It is further agreed and understood by the Client that the Firm's obligations and services will not commence or take effect until the Firm has received this original signed Attorney-Client Retainer Agreement and the payment of the retainer deposit set forth on Page 1 herein.

Dated:

6/2/06

Thomas C. Rallo, Attorney

Dated:

6/2/06

[REDACTED], Client

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**EXHIBIT "B"**

# R A L L O

LAW FIRM, P.C.

THOMAS C. RALLO,  
ARTHUR J. TRAVIESO,  
SHARMAN L. BROOKS\*  
TIN K. WESTEN  
JENNIFER R. JOSLIN

\* CERTIFIED FAMILY LAW SPECIALIST  
† PARTNER

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[www.rallolawfirmpc.com](http://www.rallolawfirmpc.com)

SUPPORT STAFF:  
GINA LOYA  
SARA BRUCE  
THIEN NGUYEN  
KRISTIN MOKHTARI  
STEPHANIE ORTEGA

November 18, 2013

*Sent Via Certified Mail, Return Receipt Requested*

Miguel D. Velasco  
10804 Wells Ave.  
Riverside, CA 92505

Re: Rallo Law Firm, PC v. Miguel Velasco  
Collection Amount: \$18,985.04  
Our File No.: TR-194

Dear Mr. Velasco,

As of the date of this letter, you continue to have an unpaid balance of \$18,985.04. Although we have attempted to contact you a countless number of times, you have ignored each and every call. Therefore, please take notice that we intend to file suit against you to recover the unpaid fees unless prompt payment is made to our office. We assume that this has been an oversight on your part, and that you will promptly make payment arrangements to pay the balance due.

If you fail to make arrangements with Rallo Law Firm, PC, for payment of the outstanding balance, we will be forced to file suit against you to recover all balances due.

Enclosed, please find a Petition to Arbitrate a Fee Dispute from the Orange County Bar Association. Under California Law, you have the right to submit this matter to arbitration to have a non-judicial officer decide it. Please be advised that you have **30 days** from the date of receipt of the enclosed Notice of Client's Right to Fee Arbitration to submit the enclosed Petition to the Orange County Bar Association. Please be advised that your failure to submit the enclosed Petition to the Orange County Bar Association within the prescribed time period will result in your waiver of your right to arbitrate this matter.

I have also enclosed a Notice and Acknowledgment of Receipt. Kindly sign the form where indicated, demonstrating that you have received these documents.

Mr. Miguel Velasco  
RE: Rallo Law Firm, PC v. Miguel Velasco  
November 18, 2013  
Page 2

If you have any questions or concerns, please contact the undersigned at your earliest convenience.

Thank you in advance for your courtesy and cooperation regarding the above.

Very truly yours,

RALLO LAW FIRM, P.C.



THOMAS C. RALLO, ESQ.

TCR:jrj  
Enclosure(s)

## CIVIL COVER SHEET

<b>I. (a) PLAINTIFFS</b> ( Check box if you are representing yourself <input type="checkbox"/> )		<b>DEFENDANTS</b> ( Check box if you are representing yourself <input type="checkbox"/> )			
MIGUEL VELASCO, an individual		RALLO LAW FIRM, P.C., a domestic corporation; and DOES 1 to 10, inclusive			
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)		(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)			
G. Thomas Martin, III (SBN 218456) PRICE LAW GROUP, APC, (818)907-2030 15760 Ventura Blvd., Suite 1100, Encino, CA 91436					
<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)		<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)			
<input type="checkbox"/> 1. U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)	Citizen of This State <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4		
<input type="checkbox"/> 2. U.S. Government Defendant	<input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5		
		Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 3	Foreign Nation <input type="checkbox"/> 6 <input checked="" type="checkbox"/> 6		
<b>IV. ORIGIN</b> (Place an X in one box only.)		6. Multi-District Litigation <input type="checkbox"/>			
<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened <input type="checkbox"/> 5. Transferred from Another District (Specify)		
<b>V. REQUESTED IN COMPLAINT: JURY DEMAND:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		(Check "Yes" only if demanded in complaint.)			
<b>CLASS ACTION under F.R.Cv.P. 23:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>MONEY DEMANDED IN COMPLAINT:</b> \$ according to proof			
<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)					
Violations of the Rosenthal Fair Debt Collection Practices Act, CAL. CIV. CODE § 1788; Violations of The Telephone Consumer Protection Act, 47 U.S.C. § 227					
<b>VII. NATURE OF SUIT</b> (Place an X in one box only).					
<b>OTHER STATUTES</b>	<b>CONTRACT</b>	<b>REAL PROPERTY-CONT.</b>	<b>IMMIGRATION</b>	<b>PRISONER PETITIONS</b>	<b>PROPERTY RIGHTS</b>
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<b>Habeas Corpus:</b>	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS PERSONAL PROPERTY</b>	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 530 General	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.		<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation		<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 380 Other Personal Property Damage	<b>Other:</b>	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.		<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input checked="" type="checkbox"/> 480 Consumer Credit		<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 390 Fed. Employers' Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV		<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 390 Marine	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange		<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 395 Motor Vehicle Product Liability	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 890 Other Statutory Actions			<input type="checkbox"/> 400 Other Personal Injury	<b>FORFEITURE/PENALTY</b>	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts			<input type="checkbox"/> 405 Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters			<input type="checkbox"/> 410 Product Liability	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act			<input type="checkbox"/> 415 Product Liability	<b>LABOR</b>	
<input type="checkbox"/> 896 Arbitration			<input type="checkbox"/> 420 Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	
899 Admin. Procedures Act/Review of Appeal of Agency Decision	<b>REAL PROPERTY</b>	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 425 Product Liability	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 430 Product Liability	<input type="checkbox"/> 740 Railway Labor Act	
		<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 435 Product Liability	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 440 Health Care/Pharmaceutical Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 445 Personal Injury Product Liability	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	
			<input type="checkbox"/> 450 Asbestos		
			<input type="checkbox"/> 455 Personal Injury Product Liability		
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			<input type="checkbox"/>		

## UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

## CIVIL COVER SHEET

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<b>Question A: Was this case removed from state court?</b>	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	
If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	<input type="checkbox"/> Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Eastern

<b>Question B: Is the United States, or one of its agencies or employees, a party to this action?</b>	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> A PLAINTIFF?	<input type="checkbox"/> A DEFENDANT?	
If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	Then check the box below for the county in which the majority of DEFENDANTS reside:		Then check the box below for the county in which the majority of PLAINTIFFS reside:
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	<input type="checkbox"/> Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Western

<b>Question C: Location of plaintiffs, defendants, and claims?</b>	A Los Angeles County	B Ventura, Santa Barbara, or San Luis Obispo Counties	C Orange County	D Riverside or San Bernardino Counties	E Outside the Central District of California	F Other
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>C.1. Is either of the following true? If so, check the one that applies:</b>	<b>C.2. Is either of the following true? If so, check the one that applies:</b>
<input type="checkbox"/> 2 or more answers in Column C	<input type="checkbox"/> 2 or more answers in Column D
<input type="checkbox"/> only 1 answer in Column C and no answers in Column D	<input type="checkbox"/> only 1 answer in Column D and no answers in Column C
Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	
Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓	
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

<b>Question D: Initial Division?</b>	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

## UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

## CIVIL COVER SHEET

**I(X(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  NO  YES

If yes, list case number(s): \_\_\_\_\_

**I(X(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  NO  YES

If yes, list case number(s): \_\_\_\_\_

## Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**X. SIGNATURE OF ATTORNEY**

(OR SELF-REPRESENTED LITIGANT): \_\_\_\_\_



DATE: 01/09/2014

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge David O. Carter and the assigned Magistrate Judge is Jean P. Rosenbluth.

The case number on all documents filed with the Court should read as follows:

8:14-cv-00056 DOC-JPRx

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

January 14, 2014

Date

By SBOURGEOIS  
Deputy Clerk

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NOTICE TO COUNSEL

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

**Subsequent documents must be filed at the following location:**

Western Division  
312 N. Spring Street, G-8  
Los Angeles, CA 90012

Southern Division  
411 West Fourth St., Ste 1053  
Santa Ana, CA 92701

Eastern Division  
3470 Twelfth Street, Room 134  
Riverside, CA 92501

**Failure to file at the proper location will result in your documents being returned to you.**